

~~deliberate due date~~

Everything is
PJB

January 29, 2007

Peter deFur
Environmental Stewardship Concepts
1108 Westbriar Dr., Suite F
Richmond, VA 23238

Dear Mr. deFur,

This letter is to confirm an amendment to the contract between Peter de Fur, of Environmental Stewardship Concepts and the Housatonic River Initiative dated October 15, 2002. ~~checked date~~

Contract Period

This revised contract period will cover an additional {two-year period} which starts February 20, 2007 and will end on February 20, 2009. This contract may be renewed, at the option of the Housatonic River Initiative (HRI), after the initial contract period, for additional contract periods as long as the cleanup continues.

If (HRI) desires to exercise its option to extend the contract, HRI shall provide written notice to the contractor no later than 90 days prior to the expiration of the present term.

Increase in Contract Maximum

This revised contract increases the maximum payment for the contract including any reimbursement authorized for an additional \$23,000.00. This increase in contract price reflects additional work to be performed under the Corrective Measures Study Proposal (due out in February 2007), the Corrective Measures Study (due in late 2007) and the Proposed Plan & Statement of Basis (due in 2008).

C) Payment

HRI will compensate Dr. Peter deFur for the services rendered in this contract through an Environmental Protection Agency Technical Assistance Grant, which will include their hourly rate as specified below.

HRI will also compensate the consultant for reasonable travel expenses involving a site visit and attending meetings held by the USEPA. HRI will be notified by the consultant for the approval of these expenses before being incurred by the consultants.

Travel rates shall be limited to approved federal reimbursement rates
(These rates can be found in 41CFR 301-304.)

In no event shall the contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the services.

Billing Rate of Dr. Peter deFur

One Hundred Dollars per Hour
\$100 per hour

Monthly the contractor shall submit time sheets and corresponding invoices to :

Timothy Gray
Housatonic River Initiative
Box 321
Lenoxdale, Ma. 01242
Timgray@berkshire.net

For services performed during the calendar month that ended. Time sheets must indicate the hours charged on a daily basis (even if zero) and indicate travel expenses corresponding to the days the charges were incurred. Invoices must clearly show the total hours charged for the month, rate and total cost. If the invoices are approved, the Housatonic River Initiative agrees to make responsible efforts to process payments promptly.

The Tag group is limited under the Technical Assistance Grant (TAG) Program to reimbursement on a quarterly basis for total costs under \$500.00 and on a monthly basis is costs exceed \$500. Thus, contractor payment is also subject to this payment schedule.

The Housatonic River Initiative retains the right to withhold up to 10% of the total contract value pending closeout of this contract. Final payment shall be made in accordance with Article V.9.

4. Audit- Access to Records

- (a) The contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied and 40 CFR Part 30 in effect on the date of execution of this contract.

The contractor also shall maintain the financial information and data used in the preparation or support of any negotiated contract or change order and a copy of the cost summary submitted to the recipient. The U.S. Environmental Protection Agency, the Comptroller General of the United States, the U.S. Department of Labor, the Housatonic River Initiative, and the state of Massachusetts, or any of their authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

~~3 10 years after end of the contract~~
35.4235

Equal Employment Opportunity—

This contract requires compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Timothy Gray, Housatonic River Initiative

Date

Peter de Fur,
Environmental Stewardship Concepts

Date

Litigation on Consent decree
Covenants in Superfund

(b) (5)



Case
Covall

September 12, 2012

Tim Gray
Housatonic River Initiative
P.O. Box 321
Lenoxdale, MA 01242

This memo indicates the hourly rate for all ESC, LLC employees under the new contract period June 30, 2012 through June 30, 2015.

Personnel:

Peter deFur	at \$135/hr
Environmental Scientist	at \$36/hr
Research Assistant	at \$30/hr
Office Manager	at \$20/hr
Intern	at \$20/hr

Dr. Peter L. deFur
Environmental Stewardship Concepts, LLC
1006 Pump Rd, Suite 200
Richmond VA 23238
ph- 804-741-2922
fax- 804-741-2922
email: pdefur@estewards.com

Dear Mr. deFur,

This letter is to confirm an amendment to the contract between Peter de Fur, of Environmental Stewardship Concepts, LLC and the Housatonic River Initiative dated October 15, 2002.

Contract Period

This revised contract period will cover an additional {three-year period} which starts February 20, 2009 and will end on June 30, 2012. This contract may be renewed, at the option of the Housatonic River Initiative (HRI), after the initial contract period, for additional contract periods as long as the cleanup continues.

If HRI desires to exercise its option to extend the contract, HRI shall provide written notice to the contractor no later than 90 days prior to the expiration of the present term.

Increase in Contract Maximum

This revised contract increases the maximum payment for the contract including any reimbursement authorized for an additional \$25,000.00. This increase in contract price reflects additional work to be performed under the Corrective Measures Study Proposal, the Corrective Measures Study, the Proposed Plan & Statement of Basis, and other documents associated with the Housatonic River clean up.

Payment

HRI will compensate Environmental Stewardship Concepts, LLC for the services rendered in this contract through an Environmental Protection Agency Technical Assistance Grant, which will include their hourly rate as specified below. HRI will also compensate the consultant for reasonable

travel expenses involving a site visit and attending meetings held by the USEP A. HRI will be notified by the consultant for the approval of these expenses before being incurred by the consultants.

Travel rates shall be limited to approved federal reimbursement rates (These rates can be found in 41CFR 301-304.)

In no event shall the contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the services.

Billing Rate of Dr. Peter deFur and staff

Peter deFur: \$135/hr

Environmental Scientist: \$36/hr

Research Assistant: \$30/hr

Intern: \$20/hr

Office Manager: \$20/hr

The contractor shall submit time sheets and corresponding invoices to :

Timothy Gray

Housatonic River Initiative

Box 321

Lenoxdale, Ma. 01242(b) (6)

for services performed during the calendar month that ended. Time sheets must indicate the hours charged on a daily basis (even if zero) and indicate travel expenses corresponding to the days the charges were incurred.

Invoices must clearly show the total hours charged for the month, rate and total cost. If the invoices are approved, the Housatonic River Initiative agrees to make responsible efforts to process payments promptly.

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The Housatonic River Initiative retains the right to withhold up to 10% of the total contract value pending closeout of this contract. Final payment shall be made in accordance with Article V.9.

Audit- Access to Records

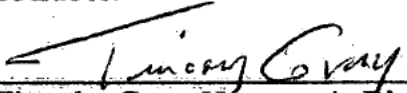
(a) The contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied and 40 CFR Part 30 in effect on the date of execution of this contract.

The contractor also shall maintain the financial information and data used in the preparation or support of any negotiated contract or change order and a copy of the cost summary submitted to the recipient. The U.S.

Environmental Protection Agency, the Comptroller General of the United States, the U.S. Department of Labor, the Housatonic River Initiative, and the state of Massachusetts, or any of their authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

Equal Employment Opportunity-

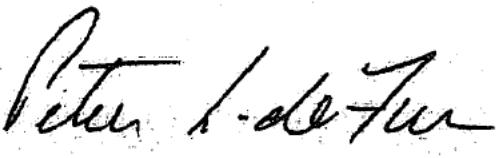
This contract requires compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Opportunity, Dept. of Labor.



Timothy Gray, Housatonic River Initiative

2-20-09

Date



Peter de Fur, Environmental Stewardship Concepts, LLC

2-20-09

Date

January 29, 2007

Peter deFur
Environmental Stewardship Concepts
1108 Westbriar Dr., Suite F
Richmond, VA 23238

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C) Payment

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Travel rates shall be limited to approved federal reimbursement rates
(These rates can be found in 41CFR 301-304.)

In no event shall the contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the services.

Billing Rate of Dr. Peter deFur

(b) (4) [REDACTED] Dollars per Hour
(b) [REDACTED] per hour

Monthly the contractor shall submit time sheets and corresponding invoices to :

Timothy Gray

Housatonic River Initiative

Box 321
Lenoxdale, Ma. 01242
Timgray@berkshire.net

For services performed during the calendar month that ended. Time sheets must indicate the hours charged on a daily basis (even if zero) and indicate travel expenses corresponding to the days the charges were incurred. Invoices must clearly show the total hours charged for the month, rate and total cost. If the invoices are approved, the Housatonic River Initiative agrees to make responsible efforts to process payments promptly.

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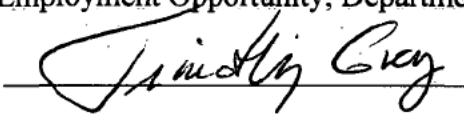
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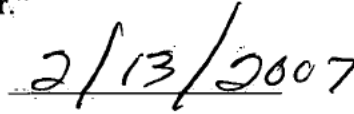
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Equal Employment Opportunity—

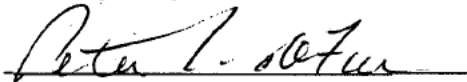
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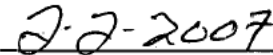
Timothy Gray, Housatonic River Initiative



Date



Peter de Fur,



Date

Environmental Stewardship Concepts

**Technical Assistance Contract
Between**

**Peter deFur, Ph.D. of Environmental Stewardship Concepts
and the Housatonic River Initiative**

This contract is entered into this 4th day of February 2003, by and between the Housatonic River Initiative and Peter deFur, Ph.D. of Environmental Stewardship Concepts

1) Scope of the Contract

a) Purpose

The purpose of this project is to assist HRI in reviewing, analyzing, critiquing, and making recommendations in the form of official comments to the United States Environmental Protection Agency for the Human Health Risk Assessment during the official public comment periods to be determined by the USEPA. The Human Health Risk Assessment involves the "rest of the river" area of the Housatonic River as defined by the USEPA.

b) Contract period and General Statement of duties

The contract will cover from November 2002 until the Human Health Risk Assessment for the "rest of the river" is complete and comments have been submitted by HRI's consultant within the public comment periods as specified by the USEPA.

Contractor Tasks

- 1) To review Human Health Risk Assessment documents and information already in progress by the USEPA to insure the consultant has sufficient background and is current in the information generated by the USEPA, General Electric, and their consultants.
- 2) To review and provide comments during the "rest of the river" Human Health Risk Assessment" process on the Housatonic River Initiative's behalf during the open public comment periods which will be determined by the USEPA.
- 3) To provide these comments on a timely basis as required under the USEPA Public Comment Periods
- 4) Keep HRI up to date on progress of the Human Health Risk Assessment and provide HRI with drafts of comments as they are developed. The consultants will be available to review these drafts with HRI members. A

quarterly progress report and requested updates will be provided to the Housatonic River Initiative for review.

- 5) Attend meetings proposed by the U.S. EPA and /or public meetings and site visits that the Housatonic River Initiative or the USEPA regard important to the Human Health Risk Assessment.

C) Payment

HRI will compensate Dr. Peter deFur for the services rendered in this contract through an Environmental Protection Agency Technical Assistance Grant, which will include their hourly rate as specified below.

HRI will also compensate the consultant for reasonable travel expenses involving a site visit and attending meetings held by the USEPA. HRI will be notified by the consultant for the approval of these expenses before being incurred by the consultants.

Travel rates shall be limited to approved federal reimbursement rates (These rates can be found in 41CFR 301-304.)

Overall maximum payment for the contract, including any reimbursement authorized shall not exceed:

~~Fifteen thousand dollars~~
~~\$15,000~~

In no event shall the contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the services.

Billing Rate of Dr. Peter deFur

One Hundred Dollars per Hour
\$100 per hour

Monthly the contractor shall submit time sheets and corresponding invoices to :

Timothy Gray
Housatonic River Initiative
Box 321
Lenoxdale, Ma. 01242
Timgray@berkshire.net

For services performed during the calendar month that ended. Time sheets must indicate the hours charged on a daily basis (even if zero) and indicate travel expenses corresponding to the days the charges were incurred. Invoices must clearly show the total

hours charged for the month, rate and total cost. If the invoices are approved, the Housatonic River Initiative agrees to make responsible efforts to process payments promptly in accordance with the provisions of 40 CFR Part 33.

The Tag group is limited under the Technical Assistance Grant (TAG) Program to reimbursement on a quarterly basis for total costs under \$500.00 and on a monthly basis if costs exceed \$500. Thus, contractor payment is also subject to this payment schedule.

The Housatonic River Initiative retains the right to withhold up to 10% of the total contract value pending closeout of this contract. Final payment shall be made in accordance with Article V.9.

General Clauses

1) Supersession

The Housatonic River Initiative and the contractor agree that this and other appropriate clauses in 40 CFR 30.48 apply to that work eligible for EPA assistance to be performed under this contract and that these clauses supersede any conflicting provisions of this contract.

2) Privity of Contract

This contract is expected to be funded in part with funds from the U.S.EPA. Neither the United States nor any of its departments, agencies, or employees is, or will be, a party to this contract or any other lower tier contract. This contract is subject to regulations contained in 40 CFR Part 30 in effect on the date of the assistance award for this project.

3) Termination

(a) This contract can be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the termination party, provided that no termination may be effected unless the other party is given 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b) This contract may be terminated in whole or in part, in writing by the Housatonic River Initiative for its convenience, provided that the contractor is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

c) If termination for default is effected by the Housatonic River Initiative, an equitable adjustment in the price provided for in this contract shall be made, but (1) no amount

shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the Housatonic River Initiative because of the contractor's default. If termination for default is effected by the Housatonic River Initiative, the equitable adjustment shall include a reasonable profit for services or other work performed.

The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments which had become firm prior to the termination.

- d) Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Housatonic River Initiative all data, drawings, specifications, reports, estimates, summaries, and other information and materials as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- e) Upon termination under paragraphs (a) or (b) above, the Housatonic River Initiative may take over the work and may award another party a contract to complete the work under this contract.
- f) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the recipient. In such event, adjustment of the contract price shall be made as provided in paragraph (c) of this clause.

4. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes, and other matters in question between the Housatonic River Initiative and the contractor arising out of, or relating to, this contract or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state in which the Housatonic River Initiative is located.

5. Audit- Access to Records

- (a) The contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied and 40 CFR Part 30 in effect on the date of execution of this contract.

The contractor also shall maintain the financial information and data used in the preparation or support of the accost submission required under 40 CFR 33.290

for any negotiated contract or change order and a copy of the cost summary submitted to the recipient. The U.S. Environmental Protection Agency, the Comptroller General of the United States, the U.S. Department of Labor, the Housatonic River Initiative, and the state of Massachusetts, or any of their authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

- (b) If this is a formally advertised, competitively awarded, fixed-price contract, the contractor agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the contractor agrees to make paragraphs (a) through (f) applicable to all contracts it awards in excess of \$25,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.
- (c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency (ies).
- (d) The contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).
- (e) Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records and at a reasonable time for as long as the records are maintained.
- (f) The right of access clause applies to financial records pertaining to all contracts (except formally advertised, competitively awarded, fixed-price contracts) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders, and contract amendments:
 - (1) To the extent the records pertain directly to contract performance.
 - (2) If there is any indication that fraud, gross abuse, or corrupt practices may be involved.
 - (3) If the contract is terminated for default or for convenience.

6. Covenant Against Contingent Fees

The contractor assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this assurance, the Housatonic River Initiative shall have the right to annul this agreement without liability, or at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, or brokerage or contingent fee.

7. Gratuities

- (a) If the Housatonic River Initiative finds after a notice and hearing that the contractor or any of the contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee, or agent of the Housatonic River Initiative, the state, or EPA, in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this contract, the Housatonic River Initiative may, by written notice to the contractor, terminate this contract. The Housatonic River Initiative also may pursue other rights and remedies that the law or this contract provides. However, the existence of the facts on which the Housatonic River Initiative bases such findings shall be an issue and may be reviewed in proceedings under the Remedies clause of this contract.
- (b) In the event this contract is terminated as provided in paragraph (a), the Housatonic River Initiative may pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Housatonic River Initiative) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee

8. Responsibility of the Contractor

- (a) The contractor is responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports or other services furnished by the contractor under his/her contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports and other services.
- (b) The contractor shall perform the professional services necessary to accomplish the work specified in this contract in accordance with this contract and applicable EPA requirements in effect on the date of execution of the assistance agreement for this project.

- (c) The Housatonic River Initiative's or EPA's approval of reports and incidental work or materials furnished hereunder shall not in any way relieve the contractor of responsibility for the technical adequacy of his/her work. Neither the Housatonic River Initiative's nor EPA's review, approval, acceptance, or payment of any of the services shall be construed as a waiver of any rights under this contract or of any cause for action arising out of the performance of this contract.
- (d) The contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the Housatonic River Initiative or EPA caused by the contractor's negligent performance of any of the services furnished under this contract, except for errors, omissions or other deficiencies to the extent attributable to the Housatonic River Initiative, Housatonic River Initiative-furnished data, or any third party. The contractor shall not be responsible for any time delays in the project caused by circumstances beyond the contractor's control.
- (e) The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or state law and in no way diminish any other rights that the Housatonic River Initiative may have against the contractor for faulty materials, equipment, or work.

9. Final Payment

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the contractor shall execute and deliver to the Housatonic River Initiative a release from any future claims against the Housatonic River Initiative arising under this contract, except claims that are specifically exempted by the contractor to be set forth in the release. Unless otherwise provided in this contract, by state law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the Housatonic River Initiative claims against the contractor under this contract.

10. Organizational Conflict of Interest

An organizational conflict of interest exists when the nature of the proposed work may result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

- (a) The contractor warrants, to the best of his/her knowledge and belief, that either there are no relevant facts or circumstances that could give rise to an organizational conflict of interest, or that the contractor has disclosed all such relevant information.

(b) Prior to the commencement of any work, the contractor agrees either to notify the Housatonic River Initiative that, to the best of his/her knowledge and belief, no actual, apparent, or potential organizational conflict of interest exists or to identify to the Housatonic River Initiative any actual, apparent, or potential organizational conflict of interest.

(c) The contractor agrees that if an actual, apparent, or potential organizational conflict of interest is identified during performance, he/she will immediately make a full disclosure in writing to the Housatonic River Initiative. This disclosure shall include a description of actions that the contractor has taken or proposes to take after consultation with Housatonic River Initiative to avoid, mitigate, or neutralize the actual, apparent, or potential organizational conflict of interest. The contractor shall continue performance until notified by the Housatonic River Initiative of any contrary action to be taken.

(d) The contractor expressly agrees to immediately notify the Housatonic River Initiative by telephone and by letter should he/she enter into any other agreement or contract that would create an actual or potential conflict of interest or violation of the Procurement Integrity Act of 1988. The Housatonic River Initiative may terminate this Agreement for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the contractor was aware, or should have been aware, of a potential organizational conflict after award and did not disclose or misrepresented relevant information to the Housatonic River Initiative, the Housatonic River Initiative may terminate this Agreement for default or pursue such other remedies as may be permitted by law.

e) The contractor further agrees to insert into any such subcontract or consulting agreement hereunder provisions that shall conform substantially to the language of this Agreement

11. Personal Conflict of Interest

(a) In addition to the requirements of Article 10, the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee or the duration of this contract.

(b) The contractor agrees to immediately notify the Housatonic River Initiative of any actual, apparent, or potential personal conflict of interest with regard to any employee, subcontractor employee, or consultant working on or having access to information concerning this contract. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the

objectivity of the employee, subcontractor employee, or consultant I performing the work.

(c) The contractor agrees to notify the Housatonic River Initiative prior to incurring costs for that employee's work where an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on this contract has begun, the contractor shall immediately notify the Housatonic River Initiative of the personal conflict of interest. The contractor shall continue performance of this subcontract until notified by the Housatonic River Initiative of the appropriate action to be taken.

(d) The contractor agrees to insert into each subcontract or consulting agreement that he/she enters language that shall conform substantially to this agreement.

12. Independent Contractor

The services provided by the contractor are on a professional basis as an independent contractor, determining his/her own manner of performing the work, and shall not be considered an employee of the Housatonic River Initiative within the meaning or the application of any federal, state or local laws or regulations governing Unemployment Insurance, Social Security benefits, Workmen's Compensation, Industrial Accident, Labor, or Taxes. It is likewise understood that the contractor shall not be considered an employee within the meaning or application of the Housatonic River Initiative employee fringe benefit programs for the purposes of vacations, holidays, health benefits, or Employee Retirement Plan. The contractor expressly acknowledges that he/she shall hold the Housatonic River Initiative harmless from any claims by third parties that may be asserted against him/her and deriving in any way from his/her travels, presence or other activities connected with this Agreement.

13) Ineligible Activities Prohibited

The services to be provided by the contractor under this contract shall not include any of the following activities:

Serving as a TAG technical advisor at the same site for which the contractor is doing work for the federal or state government or any other entity.

Assisting an attorney in preparing a legal action or preparing for and serving as an expert witness at any legal proceeding.

Partisan political activity, including lobbying for any issue or cause, or to further the election or defeat of any candidate for public office.

Generation of new primary data such as well drilling and testing, including split sampling.

Reopening final EPA decisions ore conducting disputes with EPA

14) Preparation and Distribution of Informational Materials

The contractor shall not, without prior review and approval by the Housatonic River Initiative, disclose or release informational materials to the general public, other governmental agencies, businesses, or other legal entities.

15) Record Retention

All records required under this contract shall be maintained by the contractor during performance on EPA-assisted work under this contract. Such records must clearly detail acquisitions, work progress, reports, expenditures, and commitments indicating their relationship to established costs and schedules. These records shall be retained for at least ten years from close-out of the contract, unless audit, litigation, cost recovery, and/or any disputes are initiated before the end of the ten-year retention period. Prior written approval shall be obtained from the Housatonic River Initiative before any records may be destroyed after the record retention period.

Peter L. DeFur
Peter L. DeFur Ph. D. - Tag Contractor
Environmental Stewardship Concepts
11223 Fox Meadow Drive
Richmond, Va.
23233-2218
Phone 804-360-4213
Fax 804-360-7935
Pldefur@igc.org

4 Feb 2003

Date

Tim Gray
Timothy Gray - Director for the Housatonic River Initiative
P.O. Box 321
Lenoxdale, Ma. 01242

Feb 4 2003

Date

(b) (6)

fax: (b) (6)

(b) (6)

Technical Assistance Contract

Between

Peter deFur, Ph.D. of Environmental Stewardship Concepts and the Housatonic River Initiative

This contract is entered into this _____ day of November 2001, by and between the Housatonic River Initiative and Peter deFur, Ph.D. of Environmental Stewardship Concepts

1} Scope of the Contract

a) Purpose

The purpose of this project is to assist HRI in reviewing, analyzing, critiquing, and making recommendations in the form of official comments to the United States Environmental Protection Agency for the Human Health Risk Assessment during the official public comment periods to be determined by the USEPA. The Human Health Risk Assessment involves the "rest of the river" area of the Housatonic River as defined by the USEPA.

b) Contract period and General Statement of duties

The contract will cover from November 2002 until the Human Health Risk Assessment for the "rest of the river" is complete and comments have been submitted by HRI's consultant within the public comment periods as specified by the USEPA.

Contractor Tasks

- 1) To review Human Health Risk Assessment documents and information already in progress by the USEPA to insure the consultant has sufficient background and is current in the information generated by the USEPA, General Electric, and their consultants.
- 2) To review and provide comments during the "rest of the river" Human Health Risk Assessment" process on the Housatonic River Initiative's behalf during the open public comment periods which will be determined by the USEPA.
- 3) To provide these comments on a timely basis as required under the USEPA Public Comment Periods
- 4) Keep HRI up to date on progress of the Human Health Risk Assessment and provide HRI with drafts of comments as they are developed. The

consultants will be available to review these drafts with HRI members. A quarterly progress report and requested updates will be provided to the Housatonic River Initiative for review.

- 5) Attend meetings proposed by the U.S. EPA and /or public meetings and site visits that the Housatonic River Initiative or the USEPA regard important to the Human Health Risk Assessment.

C) Payment

HRI will compensate Dr. Peter deFur for the services rendered in this contract through an Environmental Protection Agency Technical Assistance Grant, which will include their hourly rate as specified below.

HRI will also compensate the consultant for reasonable travel expenses involving a site visit and attending meetings held by the USEPA. HRI will be notified by the consultant for the approval of these expenses before being incurred by the consultants.

Travel rates shall be limited to approved federal reimbursement rates
(These rates can be found in 41CFR 301-304.)

Overall maximum payment for the contract, including any reimbursement authorized shall not exceed:

**Fifteen thousand dollars
\$15,000**

In no event shall the contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the services.

Billing Rate of Dr. Peter deFur

**One Hundred Dollars per Hour
\$100 per hour**

Monthly the contractor shall submit time sheets and corresponding invoices to :

Timothy Gray
Housatonic River Initiative
Box 321
Lenoxdale, Ma. 01242
(b) (6)

For services performed during the calendar month that ended. Time sheets must indicate

the hours charged on a daily basis (even if zero) and indicate travel expenses corresponding to the days the charges were incurred. Invoices must clearly show the total hours charged for the month, rate and total cost. If the invoices are approved, the Housatonic River Initiative agrees to make responsible efforts to process payments promptly in accordance with the provisions of 40 CFR Part 33.

The Tag group is limited under the Technical Assistance Grant (TAG) Program to reimbursement on a quarterly basis for total costs under \$500.00 and on a monthly basis if costs exceed \$500. Thus, contractor payment is also subject to this payment schedule.

The Housatonic River Initiative retains the right to withhold up to 10% of the total contract value pending closeout of this contract. Final payment shall be made in accordance with Article V.9.

General Clauses

1) Supersession

The Housatonic River Initiative and the contractor agree that this and other appropriate clauses in 40 CFR 30.48 apply to that work eligible for EPA assistance to be performed under this contract and that these clauses supersede any conflicting provisions of this contract.

2) Privity of Contract

This contract is expected to be funded in part with funds from the U.S.EPA. Neither the United States nor any of its departments, agencies, or employees is, or will be, a party to this contract or any other lower tier contract. This contract is subject to regulations contained in 40 CFR Part 30 in effect on the date of the assistance award for this project.

3) Termination

(a) This contract can be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the termination party, provided that no termination may be effected unless the other party is given 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b) This contract may be terminated in whole or in part, in writing by the Housatonic River Initiative for its convenience, provided that the contractor is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the

terminating party prior to termination.

c) If termination for default is effected by the Housatonic River Initiative, an equitable adjustment in the price provided for in this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the Housatonic River Initiative because of the contractor's default. If termination for default is effected by the Housatonic River Initiative, the equitable adjustment shall include a reasonable profit for services or other work performed.

The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments which had become firm prior to the termination.

d) Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Housatonic River Initiative all data, drawings, specifications, reports, estimates, summaries, and other information and materials as may have been accumulated by the contractor in performing this contract, whether completed or in process.

e) Upon termination under paragraphs (a) or (b) above, the Housatonic River Initiative may take over the work and may award another party a contract to complete the work under this contract.

f) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the recipient. In such event, adjustment of the contract price shall be made as provided in paragraph (c) of this clause.

4. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes, and other matters in question between the Housatonic River Initiative and the contractor arising out of, or relating to, this contract or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state in which the Housatonic River Initiative is located.

5. Audit- Access to Records

(a) The contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices

consistently applied and 40 CFR Part 30 in effect on the date of execution of this contract.

The contractor also shall maintain the financial information and data used in the preparation or support of the accost submission required under 40 CFR 33.290 for any negotiated contract or change order and a copy of the cost summary submitted to the recipient. The U.S. Environmental Protection Agency, the Comptroller General of the United States, the U.S. Department of Labor, the Housatonic River Initiative, and the state of Massachusetts, or any of their authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

- (b) If this is a formally advertised, competitively awarded, fixed-price contract, the contractor agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the contractor agrees to make paragraphs (a) through (f) applicable to all contracts it awards in excess of \$25,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.
- (c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency (ies).
- (d) The contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).
- (e) Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records and at a reasonable time for as long as the records are maintained.
- (f) The right of access clause applies to financial records pertaining to all contracts (except formally advertised, competitively awarded, fixed-price contracts) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders, and contract amendments:
 - (1) To the extent the records pertain directly to contract performance.
 - (2) If there is any indication that fraud, gross abuse, or corrupt practices may be involved.

- (3) If the contract is terminated for default or for convenience.

6. Covenant Against Contingent Fees

The contractor assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this assurance, the Housatonic River Initiative shall have the right to annul this agreement without liability, or at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, or brokerage or contingent fee.

7. Gratuities

- (a) If the Housatonic River Initiative finds after a notice and hearing that the contractor or any of the contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee, or agent of the Housatonic River Initiative, the state, or EPA, in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this contract, the Housatonic River Initiative may, by written notice to the contractor, terminate this contract. The Housatonic River Initiative also may pursue other rights and remedies that the law or this contract provides. However, the existence of the facts on which the Housatonic River Initiative bases such findings shall be an issue and may be reviewed in proceedings under the Remedies clause of this contract.
- (b) In the event this contract is terminated as provided in paragraph (a), the Housatonic River Initiative may pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Housatonic River Initiative) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee

8. Responsibility of the Contractor

- (a) The contractor is responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports or other services furnished by the contractor under his/her contract. The contractor shall, without additional compensation, correct or revise any

errors, omissions, or other deficiencies in the reports and other services.

- (b) The contractor shall perform the professional services necessary to accomplish the work specified in this contract in accordance with this contract and applicable EPA requirements in effect on the date of execution of the assistance agreement for this project.
- (c) The Housatonic River Initiative's or EPA's approval of reports and incidental work or materials furnished hereunder shall not in any way relieve the contractor of responsibility for the technical adequacy of his/her work. Neither the Housatonic River Initiative's nor EPA's review, approval, acceptance, or payment of any of the services shall be construed as a waiver of any rights under this contract or of any cause for action arising out of the performance of this contract.
- (d) The contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the Housatonic River Initiative or EPA caused by the contractor's negligent performance of any of the services furnished under this contract, except for errors, omissions or other deficiencies to the extent attributable to the Housatonic River Initiative, Housatonic River Initiative-furnished data, or any third party. The contractor shall not be responsible for any time delays in the project caused by circumstances beyond the contractor's control.
- (e) The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or state law and in no way diminish any other rights that the Housatonic River Initiative may have against the contractor for faulty materials, equipment, or work.

9. Final Payment

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the contractor shall execute and deliver to the Housatonic River Initiative a release from any future claims against the Housatonic River Initiative arising under this contract, except claims that are specifically exempted by the contractor to be set forth in the release. Unless otherwise provided in this contract, by state law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the Housatonic River Initiative claims against the contractor under this contract.

10. Organizational Conflict of Interest

An organizational conflict of interest exists when the nature of the

proposed work may result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

- (a) The contractor warrants, to the best of his/her knowledge and belief, that either there are no relevant facts or circumstances that could give rise to an organizational conflict of interest, or that the a contractor has disclosed all such relevant information.
- (b) Prior to the commencement of any work, the contractor agrees either to notify the Housatonic River Initiative that, to the best of his/her knowledge and belief, no actual, apparent, or potential organizational conflict of interest exists or to identify to the Housatonic River Initiative any actual, apparent, or potential organizational conflict of interest.
- (c) The contractor agrees that if an actual, apparent, or potential organizational conflict of interest is identified during performance, he/she will immediately make a full disclosure in writing to the Housatonic River Initiative. This disclosure shall include a description of actions that the contractor has taken or proposes to take after consultation with Housatonic River Initiative to avoid, mitigate, or neutralize the actual, apparent, or potential organizational conflict of interest. The contractor shall continue performance until notified by the Housatonic River Initiative of any contrary action to be taken.
- (d) The contractor expressly agrees to immediately notify the Housatonic River Initiative by telephone and by letter should he/she enter into any other agreement or contract that would create an actual or potential conflict of interest or violation of the Procurement Integrity Act of 1988. The Housatonic River Initiative may terminate this Agreement for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the contractor was aware, or should have been aware, of a potential organizational conflict after award and did not disclose or misrepresented relevant information to the Housatonic River Initiative, the Housatonic River Initiative may terminate this Agreement for default or pursue such other remedies as may be permitted by law.
- e)The contractor further agrees to insert into any such subcontract or consulting agreement hereunder provisions that shall conform substantially to the language of this Agreement

11. Personal Conflict of Interest

- (a) In addition to the requirements of Article 10, the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee or the duration of this contract.

(b) The contractor agrees to immediately notify the Housatonic River Initiative of any actual, apparent, or potential personal conflict of interest with regard to any employee, subcontractor employee, or consultant working on or having access to information concerning this contract. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the work.

(c) The contractor agrees to notify the Housatonic River Initiative prior to incurring costs for that employee's work where an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on this contract has begun, the contractor shall immediately notify the Housatonic River Initiative of the personal conflict of interest. The contractor shall continue performance of this subcontract until notified by the Housatonic River Initiative of the appropriate action to be taken.

(d) The contractor agrees to insert into each subcontract or consulting agreement that he/she enters language that shall conform substantially to this agreement.

12. Independent Contractor

The services provided by the contractor are on a professional basis as an independent contractor, determining his/her own manner of performing the work, and shall not be considered an employee of the Housatonic River Initiative within the meaning or the application of any federal, state or local laws or regulations governing Unemployment Insurance, Social Security benefits, Workmen's Compensation, Industrial Accident, Labor, or Taxes. It is likewise understood that the contractor shall not be considered an employee within the meaning or application of the Housatonic River Initiative employee fringe benefit programs for the purposes of vacations, holidays, health benefits, or Employee Retirement Plan. The contractor expressly acknowledges that he/she shall hold the Housatonic River Initiative harmless from any claims by third parties that may be asserted against him/her and deriving in any way from his/her travels, presence or other activities connected with this Agreement.

13) Ineligible Activities Prohibited

The services to be provided by the contractor under this contract shall not include any of the following activities:

Serving as a TAG technical advisor at the same site for which the contractor is doing work for the federal or state government or any other entity.

Assisting an attorney in preparing a legal action or preparing for and serving as an expert witness at any legal proceeding.

Partisan political activity, including lobbying for any issue or cause, or to further the election or defeat of any candidate for public office.

Generation of new primary data such as well drilling and testing, including split sampling.

Reopening final EPA decisions or conducting disputes with EPA

14) Preparation and Distribution of Informational Materials

The contractor shall not, without prior review and approval by the Housatonic River Initiative, disclose or release informational materials to the general public, other governmental agencies, businesses, or other legal entities.

15) Record Retention

All records required under this contract shall be maintained by the contractor during performance on EPA-assisted work under this contract. Such records must clearly detail acquisitions, work progress, reports, expenditures, and commitments indicating their relationship to established costs and schedules. These records shall be retained for at least ten years from close-out of the contract, unless audit, litigation, cost recovery, and/or any disputes are initiated before the end of the ten-year retention period. Prior written approval shall be obtained from the Housatonic River Initiative before any records may be destroyed after the record retention period.

Peter L. DeFur Ph. D. – Tag Contractor
Environmental Stewardship Concepts
11223 Fox Meadow Drive
Richmond, Va.
23233-2218
Phone 804-360-4213
Fax 804-360-7935
Pldefur@igc.org

Date

Timothy Gray - Director for the Housatonic River Initiative
P.O. Box 321
Lenoxdale, Ma. 01242

Date

(b) (6)

fax: (b) (6)

(b) (6)

November 24, 2004

Peter deFur
Environmental Stewardship Concepts
1108 Westbriar Dr., Suite F
Richmond, VA 23238

Dear Mr. deFur,

This letter is to confirm amendments to the contract between Peter de Fur, of Environmental Stewardship Concepts and the Housatonic River Initiative dated October 15, 2002.

Contract Period

This revised contract will cover an initial {three-year period} which started October 15, 2002 and will end on October 14, 2005. This contract may be renewed, at the option of the Housatonic River Initiative (HRI), after the initial contract period, for additional contract periods as long as the cleanup continues.

If (HRI) desires to exercise its option to extend the contract, HRI shall provide written notice to the contractor no later than 90 days prior to the expiration of the present term.

Increase in Contract Maximum

This revised contract increases the maximum payment for the contract including any reimbursement authorized to \$20,000.00. This increase in contract price reflects additional work to be performed under the extended Ecological Risk Assessment, new information included in the re-released assessment, and new EPA public comment period.

C) Payment

HRI will compensate Dr. Peter deFur for the services rendered in this contract through an Environmental Protection Agency Technical Assistance Grant, which will include their hourly rate as specified below.

HRI will also compensate the consultant for reasonable travel expenses involving a site visit and attending meetings held by the USEPA. HRI will be notified by the consultant for the approval of these expenses before being incurred by the consultants.

Travel rates shall be limited to approved federal reimbursement rates
(These rates can be found in 41CFR 301-304.)

In no event shall the contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the services.

Billing Rate of Dr. Peter deFur

**One Hundred Dollars per Hour
\$100 per hour**

Monthly the contractor shall submit time sheets and corresponding invoices to :

Timothy Gray

Housatonic River Initiative

Box 321

Lenoxdale, Ma. 01242

(b) (6)

For services performed during the calendar month that ended. Time sheets must indicate the hours charged on a daily basis (even if zero) and indicate travel expenses corresponding to the days the charges were incurred. Invoices must clearly show the total hours charged for the month, rate and total cost. If the invoices are approved, the Housatonic River Initiative agrees to make responsible efforts to process payments promptly.

The TAG group is limited under the Technical Assistance Grant (TAG) Program to reimbursement on a quarterly basis for total costs under \$500.00 and on a monthly basis if costs exceed \$500. Thus, contractor payment is also subject to this payment schedule.

The Housatonic River Initiative retains the right to withhold up to 10% of the total contract value pending closeout of this contract. Final payment shall be made in accordance with Article V.9.

4. Audit- Access to Records

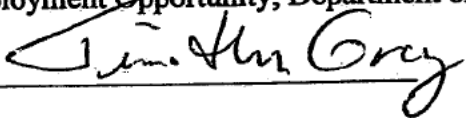
- (a) The contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied and 40 CFR Part 30 in effect on the date of execution of this contract.

The contractor also shall maintain the financial information and data used in the preparation or support of any negotiated contract or change order and a copy of the cost summary submitted to the recipient. The U.S. Environmental Protection Agency, the Comptroller General of the United States, the U.S. Department of Labor, the Housatonic River Initiative, and the state of Massachusetts, or any of their authorized representatives shall have access to all such books, records,

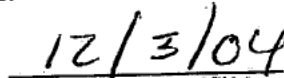
documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

Equal Employment Opportunity—

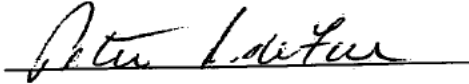
This contract requires compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."



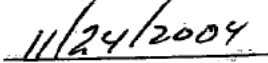
Timothy Gray, Housatonic River Initiative



Date



Peter de Fur,



Date

Environmental Stewardship Concepts



Tim Gray

(b) (6)

11/23/2004 11:33 AM

To: Art Wing/R1/USEPA/US@EPA, (b) (6)

cc:

Subject: changes made

11/23
Contract
to be
Amended

November 23, 2004

Peter deFur
Environmental Stewardship Concepts
1108 Westbriar Dr., Suite F
Richmond, VA 23238

Dear Mr. deFur,

This letter is to confirm amendments to the contract between Peter de Fur, of Environmental Stewardship Concepts and the Housatonic River Initiative dated October 15, 2002.

Contract Period

This revised contract will cover an initial {three-year period} which started October 15, 2002 and will end on October 14, 2005. This contract may be renewed, at the option of the Housatonic River Initiative (HRI), after the initial contract period, for additional contract periods as long as the cleanup continues.

If (HRI) desires to exercise its option to extend the contract, HRI shall provide written notice to the contractor no later than 90 days prior to the expiration of the present term.

Increase in Contract Maximum

This revised contract increases the maximum payment for the contract including any reimbursement authorized to \$20,000.00. This increase in contract price reflects additional work to be performed under the extended Ecological Risk Assessment, new information included in the re-released assessment, and new EPA public comment period,
C) Payment

HRI will compensate Dr. Peter deFur for the services rendered in this contract through an Environmental Protection Agency Technical Assistance Grant, which will include their hourly rate as specified below.

HRI will also compensate the consultant for reasonable travel expenses involving a site visit and attending meetings held by the USEPA. HRI will be notified by the consultant for the approval of these expenses before being incurred by the consultants.

Travel rates shall be limited to approved federal reimbursement rates (These rates can be found in 41CFR 301-304.)

In no event shall the contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the services.

Billing Rate of Dr. Peter deFur

One Hundred Dollars per Hour

\$100 per hour

Monthly the contractor shall submit time sheets and corresponding invoices to :

Timothy Gray
Housatonic River Initiative
Box 321
Lenoxdale, Ma. 01242

(b) (6)

For services performed during the calendar month that ended. Time sheets must indicate the hours charged on a daily basis (even if zero) and indicate travel expenses corresponding to the days the charges were incurred. Invoices must clearly show the total hours charged for the month, rate and total cost. If the invoices are approved, the Housatonic River Initiative agrees to make responsible efforts to process payments promptly.

The Tag group is limited under the Technical Assistance Grant (TAG) Program to reimbursement on a quarterly basis for total costs under \$500.00 and on a monthly basis is costs exceed \$500. Thus, contractor payment is also subject to this payment schedule.

The Housatonic River Initiative retains the right to withhold up to 10% of the total contract value pending closeout of this contract. Final payment shall be made in accordance with Article V.9.

4. Audit- Access to Records

(a) The contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied and 40 CFR Part 30 in effect on the date of execution of this contract.

The contractor also shall maintain the financial information and data used in the preparation or support of any negotiated contract or change order and a copy of the cost summary submitted to the recipient. The U.S. Environmental Protection Agency, the Comptroller General of the United States, the U.S. Department of Labor, the Housatonic River Initiative, and the state of Massachusetts, or any of their authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

The following clauses apply

§30.13 Debarment and suspension.

Environmental Stewardship Concepts shall comply with the non procurement debarment and suspension regulations in 40 CFR part 32 implementing Executive Orders 12549 and 12689, ☐Debarment and Suspension.☐ 40 CFR part 32 restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Equal Employment Opportunity☐

This contract requires compliance with Executive Order 11246, ☐Equal Employment Opportunity,☐ as amended by Executive Order 11375, ☐Amending Executive Order 11246 Relating to Equal Employment Opportunity,☐ and as supplemented by regulations at 41 CFR part 60, ☐Office of Federal

Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. □

Debarment and Suspension (Executive Orders 12549 and 12689)

Environmental Stewardship Concepts is not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689. □ Debarment and Suspension. □ This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Timothy Gray, Housatonic River Initiative Date

Peter de Fur, Date

Environmental Stewardship Concepts



Ecoriskextension.doc

4/23/04

TO BE
DELETED

Tim HAS
CHECKED &
VERIFIED THAT
THEY ARE NOT
ON THE
Suspended & Debarred
LIST

SPACT
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esp. since he
HAS CHECKED
ON THEIR
STATUS IN
SUSPENDED
DEBARRED.

DONT NEED
TO HAVE
THEIR
CERTIFY
+ CERTIFICATION
REQUIREMENT
IS REALLY
A CONDITION
@ AWARD
OF CONTRACT
NOT @
EXTENSION

**Technical Assistance Contract
Between**

**~~Peter deFur~~, Ph.D. of Environmental Stewardship Concepts
and the Housatonic River Initiative**

This contract is entered into this 15 day of October 2002 by and between the Housatonic River Initiative and Peter deFur, Ph.D. of Environmental Stewardship Concepts

1) Scope of the Contract

a) Purpose

The purpose of this project is to assist HRI in reviewing, analyzing, critiquing, and making recommendations in the form of official comments to the United States Environmental Protection Agency for the Ecological Risk Assessment during the official public comment periods to be determined by the USEPA. The Ecological Risk Assessment involves the "rest of the river" area of the Housatonic River as defined by the USEPA.

b) Contract period and General Statement of duties

The contract will cover from September 2002 until the Ecological Risk Assessment for the "rest of the river" is complete and comments have been submitted by HRI's consultant within the public comment periods as specified by the USEPA.

Contractor Tasks

- 1) To review Ecological Risk Assessment documents and information already in progress by the USEPA to insure the consultant has sufficient background and is current in the information generated by the USEPA, General Electric, and their consultants.
- 2) To review and provide comments during the "rest of the river" Ecological Risk Assessment" process on the Housatonic River Initiative's behalf during the open public comment periods which will be determined by the USEPA.
- 3) To provide these comments on a timely basis as required under the USEPA Public Comment Periods
- 4) Keep HRI up to date on progress of the Ecological Risk Assessment and provide HRI with drafts of comments as they are developed. The consultants will be available to review these drafts with HRI members. A

quarterly progress report and requested updates will be provided to the Housatonic River Initiative for review.

- 5) Attend meetings proposed by the U.S. EPA and /or public meetings and site visits that the Housatonic River Initiative or the USEPA regard important to the Ecological Risk Assessment.

C) Payment

HRI will compensate Dr. Peter deFur for the services rendered in this contract through an Environmental Protection Agency Technical Assistance Grant, which will include their hourly rate as specified below.

HRI will also compensate the consultant for reasonable travel expenses involving a site visit and attending meetings held by the USEPA. HRI will be notified by the consultant for the approval of these expenses before being incurred by the consultants.

Travel rates shall be limited to approved federal reimbursement rates (These rates can be found in 41CFR 301-304.)

Overall maximum payment for the contract, including any reimbursement authorized shall not exceed:

Fifteen thousand dollars
\$15,000

In no event shall the contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the services.

Billing Rate of Dr. Peter deFur

One Hundred Dollars per Hour
\$100 per hour

Monthly the contractor shall submit time sheets and corresponding invoices to :

Timothy Gray
Housatonic River Initiative
Box 321
Lenoxdale, Ma. 01242
(b) (6)

For services performed during the calendar month that ended. Time sheets must indicate the hours charged on a daily basis (even if zero) and indicate travel expenses corresponding to the days the charges were incurred. Invoices must clearly show the total

hours charged for the month, rate and total cost. If the invoices are approved, the Housatonic River Initiative agrees to make responsible efforts to process payments promptly in accordance with the provisions of 40 CFR Part 33.

The Tag group is limited under the Technical Assistance Grant (TAG) Program to reimbursement on a quarterly basis for total costs under \$500.00 and on a monthly basis if costs exceed \$500. Thus, contractor payment is also subject to this payment schedule.

The Housatonic River Initiative retains the right to withhold up to 10% of the total contract value pending closeout of this contract. Final payment shall be made in accordance with Article V.9.

General Clauses

1)Supersession

The Housatonic River Initiative and the contractor agree that this and other appropriate clauses in 40 CFR 30.48 apply to that work eligible for EPA assistance to be performed under this contract and that these clauses supersede any conflicting provisions of this contract.

2)Privity of Contract

This contract is expected to be funded in part with funds from the U.S.EPA. Neither the United States nor any of its departments, agencies, or employees is, or will be, a party to this contract or any other lower tier contract. This contract is subject to regulations contained in 40 CFR Part 30 in effect on the date of the assistance award for this project.

3)Termination

(a) This contract can be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the termination party, provided that no termination may be effected unless the other party is given 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b) This contract may be terminated in whole or in part, in writing by the Housatonic River Initiative for its convenience, provided that the contractor is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

c) If termination for default is effected by the Housatonic River Initiative, an equitable adjustment in the price provided for in this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any

payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the Housatonic River Initiative because of the contractor's default. If termination for default is effected by the Housatonic River Initiative, the equitable adjustment shall include a reasonable profit for services or other work performed.

The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments which had become firm prior to the termination.

- d) Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Housatonic River Initiative all data, drawings, specifications, reports, estimates, summaries, and other information and materials as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- e) Upon termination under paragraphs (a) or (b) above, the Housatonic River Initiative may take over the work and may award another party a contract to complete the work under this contract.
- f) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the recipient. In such event, adjustment of the contract price shall be made as provided in paragraph (c) of this clause.

4. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes, and other matters in question between the Housatonic River Initiative and the contractor arising out of, or relating to, this contract or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state in which the Housatonic River Initiative is located.

5. Audit- Access to Records

- (a) The contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied and 40 CFR Part 30 in effect on the date of execution of this contract.

The contractor also shall maintain the financial information and data used in the preparation or support of the ~~access submission required under 40 CFR 33.290~~ for any negotiated contract or change order and a copy of the cost summary submitted to the recipient. The U.S. Environmental Protection Agency, the

Comptroller General of the United States, the U.S. Department of Labor, the Housatonic River Initiative, and the state of Massachusetts, or any of their authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

- (b) If this is a formally advertised, competitively awarded, fixed-price contract, the contractor agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the contractor agrees to make paragraphs (a) through (f) applicable to all contracts it awards in excess of \$25,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.
- (c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency (ies).
- (d) The contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).
- (e) Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records and at a reasonable time for as long as the records are maintained.
- (f) The right of access clause applies to financial records pertaining to all contracts (except formally advertised, competitively awarded, fixed-price contracts) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders, and contract amendments:
 - (1) To the extent the records pertain directly to contract performance.
 - (2) If there is any indication that fraud, gross abuse, or corrupt practices may be involved.
 - (3) If the contract is terminated for default or for convenience.

6. Covenant Against Contingent Fees

The contractor assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or

bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this assurance, the Housatonic River Initiative shall have the right to annul this agreement without liability, or at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, or brokerage or contingent fee.

7. Gratuities

- (a) If the Housatonic River Initiative finds after a notice and hearing that the contractor or any of the contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee, or agent of the Housatonic River Initiative, the state, or EPA, in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this contract, the Housatonic River Initiative may, by written notice to the contractor, terminate this contract. The Housatonic River Initiative also may pursue other rights and remedies that the law or this contract provides. However, the existence of the facts on which the Housatonic River Initiative bases such findings shall be an issue and may be reviewed in proceedings under the Remedies clause of this contract.
- (b) In the event this contract is terminated as provided in paragraph (a), the Housatonic River Initiative may pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Housatonic River Initiative) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee

8. Responsibility of the Contractor

- (a) The contractor is responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports or other services furnished by the contractor under his/her contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports and other services.
- (b) The contractor shall perform the professional services necessary to accomplish the work specified in this contract in accordance with this contract and applicable EPA requirements in effect on the date of execution of the assistance agreement for this project.
- (c) The Housatonic River Initiative's or EPA's approval of reports and incidental work or materials furnished hereunder shall not in any way

relieve the contractor of responsibility for the technical adequacy of his/her work. Neither the Housatonic River Initiative's nor EPA's review, approval, acceptance, or payment of any of the services shall be construed as a waiver of any rights under this contract or of any cause for action arising out of the performance of this contract.

- (d) The contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the Housatonic River Initiative or EPA caused by the contractor's negligent performance of any of the services furnished under this contract, except for errors, omissions or other deficiencies to the extent attributable to the Housatonic River Initiative, Housatonic River Initiative-furnished data, or any third party. The contractor shall not be responsible for any time delays in the project caused by circumstances beyond the contractor's control.
- (e) The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or state law and in no way diminish any other rights that the Housatonic River Initiative may have against the contractor for faulty materials, equipment, or work.

9. Final Payment

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the contractor shall execute and deliver to the Housatonic River Initiative a release from any future claims against the Housatonic River Initiative arising under this contract, except claims that are specifically exempted by the contractor to be set forth in the release. Unless otherwise provided in this contract, by state law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the Housatonic River Initiative claims against the contractor under this contract.

10. Organizational Conflict of Interest

An organizational conflict of interest exists when the nature of the proposed work may result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

- (a) The contractor warrants, to the best of his/her knowledge and belief, that either there are no relevant facts or circumstances that could give rise to an organizational conflict of interest, or that the contractor has disclosed all such relevant information.
- (b) Prior to the commencement of any work, the contractor agrees either to notify the Housatonic River Initiative that, to the best of his/her knowledge and

belief, no actual, apparent, or potential organizational conflict of interest exists or to identify to the Housatonic River Initiative any actual, apparent, or potential organizational conflict of interest.

(c) The contractor agrees that if an actual, apparent, or potential organizational conflict of interest is identified during performance, he/she will immediately make a full disclosure in writing to the Housatonic River Initiative. This disclosure shall include a description of actions that the contractor has taken or proposes to take after consultation with Housatonic River Initiative to avoid, mitigate, or neutralize the actual, apparent, or potential organizational conflict of interest. The contractor shall continue performance until notified by the Housatonic River Initiative of any contrary action to be taken.

(d) The contractor expressly agrees to immediately notify the Housatonic River Initiative by telephone and by letter should he/she enter into any other agreement or contract that would create an actual or potential conflict of interest or violation of the Procurement Integrity Act of 1988. The Housatonic River Initiative may terminate this Agreement for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the contractor was aware, or should have been aware, of a potential organizational conflict after award and did not disclose or misrepresented relevant information to the Housatonic River Initiative, the Housatonic River Initiative may terminate this Agreement for default or pursue such other remedies as may be permitted by law.

e) The contractor further agrees to insert into any such subcontract or consulting agreement hereunder provisions that shall conform substantially to the language of this Agreement

11. Personal Conflict of Interest

(a) In addition to the requirements of Article 10, the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee or the duration of this contract.

(b) The contractor agrees to immediately notify the Housatonic River Initiative of any actual, apparent, or potential personal conflict of interest with regard to any employee, subcontractor employee, or consultant working on or having access to information concerning this contract. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant performing the work.

(c) The contractor agrees to notify the Housatonic River Initiative prior to incurring costs for that employee's work where an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on this contract has begun, the contractor shall immediately notify the Housatonic River Initiative of the personal conflict of interest. The contractor shall continue performance of this subcontract until notified by the Housatonic River Initiative of the appropriate action to be taken.

(d) The contractor agrees to insert into each subcontract or consulting agreement that he/she enters language that shall conform substantially to this agreement.

12. Independent Contractor

The services provided by the contractor are on a professional basis as an independent contractor, determining his/her own manner of performing the work, and shall not be considered an employee of the Housatonic River Initiative within the meaning or the application of any federal, state or local laws or regulations governing Unemployment Insurance, Social Security benefits, Workmen's Compensation, Industrial Accident, Labor, or Taxes. It is likewise understood that the contractor shall not be considered an employee within the meaning or application of the Housatonic River Initiative employee fringe benefit programs for the purposes of vacations, holidays, health benefits, or Employee Retirement Plan. The contractor expressly acknowledges that he/she shall hold the Housatonic River Initiative harmless from any claims by third parties that may be asserted against him/her and deriving in any way from his/her travels, presence or other activities connected with this Agreement.

13) Ineligible Activities Prohibited

The services to be provided by the contractor under this contract shall not include any of the following activities:

Serving as a TAG technical advisor at the same site for which the contractor is doing work for the federal or state government or any other entity.

Assisting an attorney in preparing a legal action or preparing for and serving as an expert witness at any legal proceeding.

Partisan political activity, including lobbying for any issue or cause, or to further the election or defeat of any candidate for public office.

Generation of new primary data such as well drilling and testing, including split sampling.

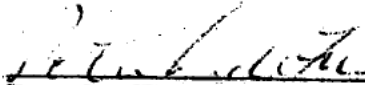
Reopening final EPA decisions or conducting disputes with EPA

14) Preparation and Distribution of Informational Materials

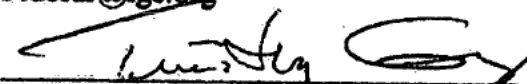
The contractor shall not, without prior review and approval by the Housatonic River Initiative, disclose or release informational materials to the general public, other governmental agencies, businesses, or other legal entities.

15) Record Retention

All records required under this contract shall be maintained by the contractor during performance on EPA-assisted work under this contract. Such records must clearly detail acquisitions, work progress, reports, expenditures, and commitments indicating their relationship to established costs and schedules. These records shall be retained for at least ten years from close-out of the contract, unless audit, litigation, cost recovery, and/or any disputes are initiated before the end of the ten-year retention period. Prior written approval shall be obtained from the Housatonic River Initiative before any records may be destroyed after the record retention period.


Peter L. dFur Ph. D. - Tag Contractor
Environmental Stewardship Concepts
11223 Fox Meadow Drive
Richmond, Va.
23233-2218
Phone 804-360-4213
Fax 804-360-7935
Pldefur@igc.org

15 Oct 2002
Date


Timothy Gray - Director for the Housatonic River Initiative
P.O. Box 321
Lenoxdale, Ma. 01242

17 Oct 2002
Date

(b) (6)

fax: (b) (6)

(b) (6)

**Technical Assistance Contract
Between
Peter deFur, Ph.D. of Environmental Stewardship Concepts
and the Housatonic River Initiative**

This contract is entered into this _____ day of September 2001, by and between the Housatonic River Initiative and Peter deFur, Ph.D. of Environmental Stewardship Concepts

1} Scope of the Contract

a) Purpose

The purpose of this project is to assist HRI in reviewing, analyzing, critiquing, and making recommendations in the form of official comments to the United States Environmental Protection Agency for the Ecological Risk Assessment during the official public comment periods to be determined by the USEPA. The Ecological Risk Assessment involves the "rest of the river" area of the Housatonic River as defined by the USEPA.

b) Contract period and General Statement of duties

The contract will cover from September 2002 until the Ecological Risk Assessment for the "rest of the river" is complete and comments have been submitted by HRI's consultant within the public comment periods as specified by the USEPA.

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consultants will be available to review these drafts with HRI members. A quarterly progress report and requested updates will be provided to the Housatonic River Initiative for review.

- 5) Attend meetings proposed by the U.S. EPA and /or public meetings and site visits that the Housatonic River Initiative or the USEPA regard important to the Ecological Risk Assessment.

C) Payment

HRI will compensate Dr. Peter deFur for the services rendered in this contract through an Environmental Protection Agency Technical Assistance Grant, which will include their hourly rate as specified below.

HRI will also compensate the consultant for reasonable travel expenses involving a site visit and attending meetings held by the USEPA. HRI will be notified by the consultant for the approval of these expenses before being incurred by the consultants.

Travel rates shall be limited to approved federal reimbursement rates
(These rates can be found in 41CFR 301-304.)

Overall maximum payment for the contract, including any reimbursement authorized shall not exceed:

**Fifteen thousand dollars
\$15,000**

In no event shall the contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the services.

Billing Rate of Dr. Peter deFur

**One Hundred Dollars per Hour
\$100 per hour**

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For services performed during the calendar month that ended. Time sheets must indicate

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General Clauses

1) Supersession

The Housatonic River Initiative and the contractor agree that this and other appropriate clauses in 40 CFR 30.48 apply to that work eligible for EPA assistance to be performed under this contract and that these clauses supersede any conflicting provisions of this contract.

2) Privity of Contract

This contract is expected to be funded in part with funds from the U.S.EPA. Neither the United States nor any of its departments, agencies, or employees is, or will be, a party to this contract or any other lower tier contract. This contract is subject to regulations contained in 40 CFR Part 30 in effect on the date of the assistance award for this project.

3) Termination

(a) This contract can be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the termination party, provided that no termination may be effected unless the other party is given 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b) This contract may be terminated in whole or in part, in writing by the Housatonic River Initiative for its convenience, provided that the contractor is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the

terminating party prior to termination.

c) If termination for default is effected by the Housatonic River Initiative, an equitable adjustment in the price provided for in this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the Housatonic River Initiative because of the contractor's default. If termination for default is effected by the Housatonic River Initiative, the equitable adjustment shall include a reasonable profit for services or other work performed.

The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments which had become firm prior to the termination.

d) Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Housatonic River Initiative all data, drawings, specifications, reports, estimates, summaries, and other information and materials as may have been accumulated by the contractor in performing this contract, whether completed or in process.

e) Upon termination under paragraphs (a) or (b) above, the Housatonic River Initiative may take over the work and may award another party a contract to complete the work under this contract.

f) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the recipient. In such event, adjustment of the contract price shall be made as provided in paragraph (c) of this clause.

4. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes, and other matters in question between the Housatonic River Initiative and the contractor arising out of, or relating to, this contract or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state in which the Housatonic River Initiative is located.

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(a) The contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices

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The contractor also shall maintain the financial information and data used in the preparation or support of the accost submission required under 40 CFR 33.290 for any negotiated contract or change order and a copy of the cost summary submitted to the recipient. The U.S. Environmental Protection Agency, the Comptroller General of the United States, the U.S. Department of Labor, the Housatonic River Initiative, and the state of Massachusetts, or any of their authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

- (b) If this is a formally advertised, competitively awarded, fixed-price contract, the contractor agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the contractor agrees to make paragraphs (a) through (f) applicable to all contracts it awards in excess of \$25,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.
- (c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency (ies).
- (d) The contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).
- (e) Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records and at a reasonable time for as long as the records are maintained.
- (f) The right of access clause applies to financial records pertaining to all contracts (except formally advertised, competitively awarded, fixed-price contracts) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders, and contract amendments:
 - (1) To the extent the records pertain directly to contract performance.
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6. Covenant Against Contingent Fees

The contractor assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this assurance, the Housatonic River Initiative shall have the right to annul this agreement without liability, or at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, or brokerage or contingent fee.

7. Gratuities

- (a) If the Housatonic River Initiative finds after a notice and hearing that the contractor or any of the contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee, or agent of the Housatonic River Initiative, the state, or EPA, in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this contract, the Housatonic River Initiative may, by written notice to the contractor, terminate this contract. The Housatonic River Initiative also may pursue other rights and remedies that the law or this contract provides. However, the existence of the facts on which the Housatonic River Initiative bases such findings shall be an issue and may be reviewed in proceedings under the Remedies clause of this contract.
- (b) In the event this contract is terminated as provided in paragraph (a), the Housatonic River Initiative may pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Housatonic River Initiative) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee

8. Responsibility of the Contractor

- (a) The contractor is responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports or other services furnished by the contractor under his/her contract. The contractor shall, without additional compensation, correct or revise any

errors, omissions, or other deficiencies in the reports and other services.

- (b) The contractor shall perform the professional services necessary to accomplish the work specified in this contract in accordance with this contract and applicable EPA requirements in effect on the date of execution of the assistance agreement for this project.
- (c) The Housatonic River Initiative's or EPA's approval of reports and incidental work or materials furnished hereunder shall not in any way relieve the contractor of responsibility for the technical adequacy of his/her work. Neither the Housatonic River Initiative's nor EPA's review, approval, acceptance, or payment of any of the services shall be construed as a waiver of any rights under this contract or of any cause for action arising out of the performance of this contract.
- (d) The contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the Housatonic River Initiative or EPA caused by the contractor's negligent performance of any of the services furnished under this contract, except for errors, omissions or other deficiencies to the extent attributable to the Housatonic River Initiative, Housatonic River Initiative-furnished data, or any third party. The contractor shall not be responsible for any time delays in the project caused by circumstances beyond the contractor's control.
- (e) The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or state law and in no way diminish any other rights that the Housatonic River Initiative may have against the contractor for faulty materials, equipment, or work.

9. Final Payment

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the contractor shall execute and deliver to the Housatonic River Initiative a release from any future claims against the Housatonic River Initiative arising under this contract, except claims that are specifically exempted by the contractor to be set forth in the release. Unless otherwise provided in this contract, by state law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the Housatonic River Initiative claims against the contractor under this contract.

10. Organizational Conflict of Interest

An organizational conflict of interest exists when the nature of the

proposed work may result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

- (a) The contractor warrants, to the best of his/her knowledge and belief, that either there are no relevant facts or circumstances that could give rise to an organizational conflict of interest, or that the a contractor has disclosed all such relevant information.
- (b) Prior to the commencement of any work, the contractor agrees either to notify the Housatonic River Initiative that, to the best of his/her knowledge and belief, no actual, apparent, or potential organizational conflict of interest exists or to identify to the Housatonic River Initiative any actual, apparent, or potential organizational conflict of interest.
- (c) The contractor agrees that if an actual, apparent, or potential organizational conflict of interest is identified during performance, he/she will immediately make a full disclosure in writing to the Housatonic River Initiative. This disclosure shall include a description of actions that the contractor has taken or proposes to take after consultation with Housatonic River Initiative to avoid, mitigate, or neutralize the actual, apparent, or potential organizational conflict of interest. The contractor shall continue performance until notified by the Housatonic River Initiative of any contrary action to be taken.
- (d) The contractor expressly agrees to immediately notify the Housatonic River Initiative by telephone and by letter should he/she enter into any other agreement or contract that would create an actual or potential conflict of interest or violation of the Procurement Integrity Act of 1988. The Housatonic River Initiative may terminate this Agreement for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the contractor was aware, or should have been aware, of a potential organizational conflict after award and did not disclose or misrepresented relevant information to the Housatonic River Initiative, the Housatonic River Initiative may terminate this Agreement for default or pursue such other remedies as may be permitted by law.
- e)The contractor further agrees to insert into any such subcontract or consulting agreement hereunder provisions that shall conform substantially to the language of this Agreement

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- (a) In addition to the requirements of Article 10, the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee or the duration of this contract.

(b) The contractor agrees to immediately notify the Housatonic River Initiative of any actual, apparent, or potential personal conflict of interest with regard to any employee, subcontractor employee, or consultant working on or having access to information concerning this contract. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the work.

(c) The contractor agrees to notify the Housatonic River Initiative prior to incurring costs for that employee's work where an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on this contract has begun, the contractor shall immediately notify the Housatonic River Initiative of the personal conflict of interest. The contractor shall continue performance of this subcontract until notified by the Housatonic River Initiative of the appropriate action to be taken.

(d) The contractor agrees to insert into each subcontract or consulting agreement that he/she enters language that shall conform substantially to this agreement.

12. Independent Contractor

The services provided by the contractor are on a professional basis as an independent contractor, determining his/her own manner of performing the work, and shall not be considered an employee of the Housatonic River Initiative within the meaning or the application of any federal, state or local laws or regulations governing Unemployment Insurance, Social Security benefits, Workmen's Compensation, Industrial Accident, Labor, or Taxes. It is likewise understood that the contractor shall not be considered an employee within the meaning or application of the Housatonic River Initiative employee fringe benefit programs for the purposes of vacations, holidays, health benefits, or Employee Retirement Plan. The contractor expressly acknowledges that he/she shall hold the Housatonic River Initiative harmless from any claims by third parties that may be asserted against him/her and deriving in any way from his/her travels, presence or other activities connected with this Agreement.

13) Ineligible Activities Prohibited

The services to be provided by the contractor under this contract shall not include any of the following activities:

Serving as a TAG technical advisor at the same site for which the contractor is doing work for the federal or state government or any other entity.

Assisting an attorney in preparing a legal action or preparing for and serving as an expert witness at any legal proceeding.

Partisan political activity, including lobbying for any issue or cause, or to further the election or defeat of any candidate for public office.

Generation of new primary data such as well drilling and testing, including split sampling.

Reopening final EPA decisions or conducting disputes with EPA

14) Preparation and Distribution of Informational Materials

The contractor shall not, without prior review and approval by the Housatonic River Initiative, disclose or release informational materials to the general public, other governmental agencies, businesses, or other legal entities.

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All records required under this contract shall be maintained by the contractor during performance on EPA-assisted work under this contract. Such records must clearly detail acquisitions, work progress, reports, expenditures, and commitments indicating their relationship to established costs and schedules. These records shall be retained for at least ten years from close-out of the contract, unless audit, litigation, cost recovery, and/or any disputes are initiated before the end of the ten-year retention period. Prior written approval shall be obtained from the Housatonic River Initiative before any records may be destroyed after the record retention period.

Peter L. DeFur Ph. D. – Tag Contractor
Environmental Stewardship Concepts
11223 Fox Meadow Drive
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23233-2218
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Pldefur@igc.org

Date

Timothy Gray - Director for the Housatonic River Initiative
P.O. Box 321
Lenoxdale, Ma. 01242

Date

(b) (6)

fax (b) (6)

(b) (6)

Technical Assistance Contract

Between

S.W. Effler and the Housatonic River Initiative

This contract is entered into this _____ day of September 2001, by and between the Housatonic River Initiative and Dr. Stephen W. Effler, Director
Upstate Fresh Water Institute

1} Scope of the Contract

a) Purpose

The purpose of this project is to assist HRI in reviewing, analyzing, critiquing, and making recommendations in the form of official comments to the United States Environmental Protection Agency for the Computer Modeling project during the official public comment periods to be determined by the USEPA. This computer model will predict the transport and bioaccumulation of polychlorinated biphenyls (PCBs) in the "rest of the river" area of the Housatonic River as defined by the USEPA. The model will address only the science on which decisions are based.

b) Contract period and General Statement of duties

The contract will cover from September 2002 until the modeling project is complete and comments have been submitted by HRI's consultant within the public comment periods as specified by the USEPA.

Contractor Tasks

- 1) To review modeling documents and information already in progress by the USEPA and the Peer Review Team to insure the consultant has sufficient background and is current in the information generated by the USEPA, General Electric, and the Peer Review Team
- 2) To review and provide comments during the "rest of the river" modeling process on the Housatonic River Initiative's behalf during the open public comment periods which will be determined by the USEPA in order to achieve the best model
- 3) To provide these comments on a timely basis as required under the USEPA Public Comment Periods
- 4) Keep HRI up to date on progress of the modeling process and provide HRI with drafts of comments as they are developed. The consultants will be

available to review these drafts with HRI members. A quarterly progress report will be provided to the Housatonic River Initiative for review.

- 5) Attend meetings proposed by the U.S. EPA, the peer review modeling team, and /or public meetings and site visits that the Housatonic River Initiative or the USEPA regard important to the modeling process.
- 6) Work within the Charge for Modeling that the USEPA developed and is included below.

C) Payment

HRI will compensate Dr. Effler and or his colleagues for the services rendered in this contract through an Environmental Protection Agency Technical Assistance Grant, which will include their hourly rate as specified below .

HRI will also compensate the consultant for reasonable travel expenses involving a site visit and attending meetings held by the USEPA. HRI will be notified by the consultant for the approval of these expenses before being incurred by the consultants.

Travel rates shall be limited to approved federal reimbursement rates
(These rates can be found in 41CFR 301-304.)

Overall maximum payment for the contract, including any reimbursement authorized shall not exceed:

**Fifteen thousand dollars
\$15,000**

In no event shall the contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the services.

Billing Rate of Dr. Steve Effler and colleagues

S.W. Effler	94.05/hr.
E.M. Owens	90.00/hr.
J.P. Hassett	75.00/hr.

Monthly the contractor shall submit time sheets and corresponding invoices to :

Timothy Gray
Housatonic River Initiative
Box 321
Lenoxdale, Ma. 01242
(b) (6)

For services performed during the calendar month that ended. Time sheets must indicate the hours charged on a daily basis (even if zero) and indicate travel expenses corresponding to the days the charges were incurred. Invoices must clearly show the total hours charged for the month, rate and total cost. If the invoices are approved, the Housatonic River Initiative agrees to make responsible efforts to process payments promptly in accordance with the provisions of 40 CFR Part 33.

The Tag group is limited under the Technical Assistance Grant (TAG) Program to reimbursement on a quarterly basis for total costs under \$500.00 and on a monthly basis if costs exceed \$500. Thus, contractor payment is also subject to this payment schedule.

The Housatonic River Initiative retains the right to withhold up to 10% of the total contract value pending closeout of this contract. Final payment shall be made in accordance with Article V.9.

General Clauses

1) Supersession

The Housatonic River Initiative and the contractor agree that this and other appropriate clauses in 40 CFR 30.48 apply to that work eligible for EPA assistance to be performed under this contract and that these clauses supersede any conflicting provisions of this contract.

2) Privity of Contract

This contract is expected to be funded in part with funds from the U.S.EPA. Neither the United States nor any of its departments, agencies, or employees is, or will be, a party to this contract or any other lower tier contract. This contract is subject to regulations contained in 40 CFR Part 30 in effect on the date of the assistance award for this project.

3) Termination

(a) This contract can be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the termination party, provided that no termination may be effected unless the other party is given 1) not less than ten (10) calendar days written

notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b) This contract may be terminated in whole or in part, in writing by the Housatonic River Initiative for it's convenience, provided that the contractor is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

c) If termination for default is effected by the Housatonic River Initiative, an equitable adjustment in the price provided for in this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the Housatonic River Initiative because of the contractor's default. If termination for default is effected by the Housatonic River Initiative, the equitable adjustment shall include a reasonable profit for services or other work performed.

The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments which had become firm prior to the termination.

d) Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Housatonic River Initiative all data, drawings, specifications, reports, estimates, summaries, and other information and materials as may have been accumulated by the contractor in performing this contract, whether completed or in process.

e) Upon termination under paragraphs (a) or (b) above, the Housatonic River Initiative may take over the work and may award another party a contract to complete the work under this contract.

f) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the recipient. In such event, adjustment of the contract price shall be made as provided in paragraph (c) of this clause.

4. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes, and other matters in question between the Housatonic River Initiative and the contractor arising out of, or relating to, this contract or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state in

which the Housatonic River Initiative is located.

5. Audit- Access to Records

- (a) The contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied and 40 CFR Part 30 in effect on the date of execution of this contract.

The contractor also shall maintain the financial information and data used in the preparation or support of the accost submission required under 40 CFR 33.290 for any negotiated contract or change order and a copy of the cost summary submitted to the recipient. The U.S. Environmental Protection Agency, the Comptroller General of the United States, the U.S. Department of Labor, the Housatonic River Initiative, and the state of Massachusetts, or any of their authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

- (b) If this is a formally advertised, competitively awarded, fixed-price contract, the contractor agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the contractor agrees to make paragraphs (a) through (f) applicable to all contracts it awards in excess of \$25,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.
- (c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency (ies).
- (d) The contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).
- (e) Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records and at a reasonable time for as long as the records are maintained.
- (f) The right of access clause applies to financial records pertaining to all contracts (except formally advertised, competitively awarded, fixed-price contracts) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access

applies to all records pertaining to all contracts, contract change orders, and contract amendments:

- (1) To the extent the records pertain directly to contract performance.
- (2) If there is any indication that fraud, gross abuse, or corrupt practices may be involved.
- (3) If the contract is terminated for default or for convenience.

6. Covenant Against Contingent Fees

The contractor assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this assurance, the Housatonic River Initiative shall have the right to annul this agreement without liability, or at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, or brokerage or contingent fee.

7. Gratuities

- (a) If the Housatonic River Initiative finds after a notice and hearing that the contractor or any of the contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee, or agent of the Housatonic River Initiative, the state, or EPA, in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this contract, the Housatonic River Initiative may, by written notice to the contractor, terminate this contract. The Housatonic River Initiative also may pursue other rights and remedies that the law or this contract provides. However, the existence of the facts on which the Housatonic River Initiative bases such findings shall be an issue and may be reviewed in proceedings under the Remedies clause of this contract.
- (b) In the event this contract is terminated as provided in paragraph (a), the Housatonic River Initiative may pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Housatonic River Initiative) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee

8. Responsibility of the Contractor

- (a) The contractor is responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports or other services furnished by the contractor under his/her contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports and other services.
- (b) The contractor shall perform the professional services necessary to accomplish the work specified in this contract in accordance with this contract and applicable EPA requirements in effect on the date of execution of the assistance agreement for this project.
- (c) The Housatonic River Initiative's or EPA's approval of reports and incidental work or materials furnished hereunder shall not in any way relieve the contractor of responsibility for the technical adequacy of his/her work. Neither the Housatonic River Initiative's nor EPA's review, approval, acceptance, or payment of any of the services shall be construed as a waiver of any rights under this contract or of any cause for action arising out of the performance of this contract.
- (d) The contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the Housatonic River Initiative or EPA caused by the contractor's negligent performance of any of the services furnished under this contract, except for errors, omissions or other deficiencies to the extent attributable to the Housatonic River Initiative, Housatonic River Initiative-furnished data, or any third party. The contractor shall not be responsible for any time delays in the project caused by circumstances beyond the contractor's control.
- (e) The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or state law and in no way diminish any other rights that the Housatonic River Initiative may have against the contractor for faulty materials, equipment, or work.

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Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the contractor shall execute and deliver to the Housatonic River Initiative a release from any future claims against the Housatonic River Initiative arising under this contract, except claims that are specifically exempted by the contractor to be set forth in the release. Unless otherwise provided in this contract, by state law or

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Partisan political activity, including lobbying for any issue or cause, or to further the election or defeat of any candidate for public office.

Generation of new primary data such as well drilling and testing, including split sampling.

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Dr. Stephen Effler – Tag Contractor
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Date

Dr. Steve Effler@upstatefreshwater.org

Timothy Gray - Director
P.O. Box 321
Lenoxdale, Ma. 01242

for the Housatonic River Initiative

Date

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CHARGE FOR THE HYDRODYNAMIC MODELING PEER REVIEW

Background

After negotiations between the General Electric Company (GE) and the US Environmental Protection Agency (EPA), Commonwealth of Massachusetts, State of Connecticut, City of Pittsfield, the Department of Interior, and the National Oceanic and Atmospheric Administration (Agencies), an agreement in principle was reached for the remediation, restoration, and revitalization of the General Electric facility located in Pittsfield, MA and other properties contaminated with PCBs from the facility, including the Housatonic River.

As part of the agreement in principle, EPA will develop a quantitative model of the fate, transport, and bioaccumulation of polychlorinated biphenyls (PCBs) in the Housatonic River system. This model and its predictions will be used by EPA, together with other information, in making decisions regarding potential remedial actions for river sediments and associated floodplains soils for the portion of the Housatonic River beginning at the confluence of the East and West branches of the river (approximately two miles downstream from GE's facility in Pittsfield) and continuing downstream. In general, the model will be used to quantify and compare the amount of time that it will take for PCB concentrations in environmental media (e.g., water column, sediments, biota) in that stretch of the river to reach particular PCB concentrations under various scenarios, including naturally occurring processes and numerous other potential remedial options.

As part of the agreement in principle, GE and the Agencies agreed that EPA's modeling activities will be subject to Peer Review by a Peer Review Panel at appropriate intervals during the modeling process. This document presents the charge for that Peer Review. It is anticipated at this time that the Peer Review Panel will be reviewing at least three documents developed by EPA: a report on the modeling framework and a description of the data needs for the model; a report on the model calibration; and a report on the final model validation.

At each stage, an opportunity will be provided for General Electric and other members of the public to submit written comments to the Peer Review Panel which are relevant to the charge for the Panel members' consideration. In addition, EPA and GE

have established a working group of their technical staffs and contractors to discuss and resolve issues associated with the hydrodynamic modeling, where possible through all aspects of the modeling process. This working group may decide to pose further questions and/or provide additional information to the Peer Review Panel during the process.

Objectives Of Modeling Approach

There are numerous objectives for the modeling effort which are summarized below:

1. Quantify future spatial and temporal distribution of PCBs (both dissolved and particulate forms) within the water column and bed sediment;
2. Quantify the historical and current relative contributions of various PCB sources to PCB concentrations in water and bed sediment;
3. Quantify the historical and current relative contribution of various PCB sources to bioaccumulation in target species.
4. Estimate the time required for PCB-laden sediment to be effectively sequestered by the deposition of uncontaminated material (i.e. natural recovery).
5. Estimate the time required for PCB concentrations in fish tissue to be reduced to levels established during the risk assessment process, that no longer pose either a human health or ecological risk, based upon various response and restoration scenarios;
6. Quantify the relative risk(s) of extreme storm event(s) contributing to the resuspension of sequestered sediment or the redistribution of PCB-laden sediment in the study area.

Summary of Charge

The Peer Review Panel will be convened to review the modeling exercise (including the hydrodynamics component, the sediment transport component, the PCB fate and transport component, and the bioaccumulation component) at a minimum of three intervals during the modeling process: model construction, calibration, and validation.

The Peer Review Panel shall focus on the following general issues (more specific questions are identified below):

- Do the modeling frameworks include the significant processes, and are the descriptions of those processes sufficiently accurate to represent the hydrodynamics, sediment transport, and the chemistry, fate and transport, and bioaccumulation of PCBs in the Housatonic River?
- Are the available data sufficient for development of models of the hydrodynamics, sediment transport and the chemistry, fate and transport, and bioaccumulation of PCBs in the Housatonic River?
- Are the processes in the final models calibrated/validated to the extent necessary for prediction of future conditions?
- How sensitive are the models to uncertainties in the descriptions of the relevant processes?

Peer Review Questions

In considering the foregoing general issues and evaluating the EPA documents, the Peer Review Panel shall give specific consideration to the following questions. As modeling activities proceed, additional specific questions may be identified the panel to address.

Modeling Framework and Data Needs

1. Do the modeling frameworks used by EPA include the significant processes affecting

PCB fate, transport, and bioaccumulation in the Housatonic River; and are the descriptions of these processes in the modeling framework(s) sufficiently accurate to represent the hydrodynamics, sediment transport, PCB fate and transport, and PCB bioaccumulation in the Housatonic River?

2. Based upon the technical judgment of the Peer Review Panel:

a. Are the modeling approaches suitable for representing the relevant external force functions (e.g., hydraulic flows, solids and PCB loads, initial sediment conditions, etc.), describing quantitative relationships among those functions, and developing quantitative relationships between those functions and PCB concentrations in environmental media (e.g., water column, sediments, fish and other biota, etc.)?

b. Are the models adequate for describing the interactions between the floodplains and the river?

c. Are the models adequate for describing the impacts of rare flood events?

d. Are the models adequate for discriminating between water-related and sediment-related sources of PCBs to fish and other biota?

3. Again, based upon the technical judgment of the Panel, are the spatial and temporal scales of the modeling approaches adequate to address the principal need for the model - producing sufficiently accurate predictions of the time to attain particular PCB concentrations in environmental media under various scenarios (including natural recovery and different potential active remedial options) to support remedial decision-making in the context described above in the Background section? If not, what levels of spatial and temporal resolutions are required to meet this need?

4. Is the level of theoretical rigor of the equations used to describe the various processes affecting PCB fate and transport, such as settling, resuspension, volatilization, biological activity, partitioning, etc., adequate, in your professional judgment, to address the principal need for the model (as defined above)? If not, what processes and what resolution are required?

5. What supporting data are required for the calibration/validation of the model on the spatial and temporal scales necessary to address the principal need for the model (as defined above)? What supporting data are required to achieve the necessary level of process resolution in the model?

6. Based upon your technical judgment, are the available data, together with the data proposed to be obtained by EPA, adequate for the development of a model that would meet the above referenced purposes? If not, what additional data should be obtained for these purposes?

Model Calibration

1. Are the comparisons of the model predictions with empirical data sufficient to evaluate the capability of the model on the relevant spatial and temporal scales?

2. Is there evidence of bias in the model, as indicated by the distribution of residuals as a function of the independent variables?

3. Does the model, as calibrated, based upon your technical judgment, adequately account for the relevant processes affecting PCB fate, transport, and bioaccumulation in the Housatonic River?

4. Based upon your technical judgment, have the adequate methodologies been employed to evaluate the sensitivity of the model to descriptions of the relevant processes, and to

evaluate the uncertainties of model predictions?

5. Is the uncertainty indicated by model-data differences sufficiently inconsequential to permit use of the model to predict differences among remedial options?

6. Are the processes in the model calibrated to the extent necessary for predicting future conditions including future concentrations of PCBs in the environment under natural processes and under potential remedial options for sediments and floodplains soils in the Housatonic River in the reach below the confluence? If not, what additional work needs to be done to calibrate the model?

Model Validation

1) After review of the model validation report, revisit questions 1 - 5 under Model Calibration.

2. Does the validation indicate that the model can be applied to conditions differing from calibration that could reasonably be assumed to exist in the Housatonic River, without resulting in an unacceptable increase in uncertainty?

3. Has the model and the processes described by it been validated to the extent necessary, in your technical judgment, for use in predicting future conditions, including the concentrations of PCBs in sediments and floodplains soils in the Housatonic River downstream of the confluence? If not, what additional work should be done to validate the model?

4. Upon review of the model projections of changes in PCB concentrations in environmental media under future conditions, are such projections reasonable, using your technical judgment, and are they consistent with historical trends?

Shewack, Robert

From: Shewack, Robert
Sent: Friday, September 08, 2017 4:05 PM
To: Knapp, Michael; Conway, Timothy; Lao, Judy; Tagliaferro, Dean; Murphy, Jim
Cc: Schena, Cristeen
Subject: RE: FOIA Re: From jeff Cook RE: Housatonic River Initiative - 010934 - due 9/27/17

In response to Tim's question below-

The material that we produced last year amounted to twelve pages (as well as the associated email correspondence).

Thanks-

Bob Shewack

EPA New England, Region I
5 Post Office Square, Suite 100
Mail Code: OSRR01-5
Boston, MA 02109-3912
(tel) 617-918-1428
(fax) 617-918-0428

From: Knapp, Michael
Sent: Friday, September 08, 2017 3:51 PM
To: Conway, Timothy <Conway.Tim@epa.gov>; Lao, Judy <Lao.Judy@epa.gov>; Shewack, Robert <Shewack.Robert@epa.gov>; Tagliaferro, Dean <Tagliaferro.Dean@epa.gov>; Murphy, Jim <Murphy.Jim@epa.gov>
Cc: Schena, Cristeen <Schena.Cristeen@epa.gov>
Subject: RE: FOIA Re: From jeff Cook RE: Housatonic River Initiative - 010934 - due 9/27/17

Tim,

I always advise to send a confirming email after discussions on FOIA scope. It's best to have an email to rely on in case things go awry later on.

I'm cc'ing Cris Schena. Tim, am I right in understanding that you recommend we place the requester in the "other" FOIA category? That sounds right to me. If so, Cris and Judy, can you change the category of the request in FOIA Online?

Thanks all,
Mike

Michael Knapp
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square
Boston, Massachusetts 02109
617-918-1053

From: Conway, Timothy
Sent: Friday, September 08, 2017 3:31 PM

To: Lao, Judy <Lao.Judy@epa.gov>; Shewack, Robert <Shewack.Robert@epa.gov>; Tagliaferro, Dean <Tagliaferro.Dean@epa.gov>; Murphy, Jim <Murphy.Jim@epa.gov>
Cc: Knapp, Michael <Knapp.Michael@epa.gov>
Subject: RE: FOIA Re: From jeff Cook RE: Housatonic River Initiative - 010934 - due 9/27/17

All – I spoke to Jeff Cook this afternoon to clarify his request.

I outlined that searching and scanning time for the files of our TAG grant office on this TAG grant would likely be 15 hours search, 3 hours scanning, roughly \$500.

I asked whether his request also included the GE and EPA correspondence on GE's challenges to EPA recovering its costs, including TAG grant costs. I explained that it had come up in some of the 18-19 years of annual billing. I wasn't sure the search time/cost on that, but would be more given the amount of time. He said he would hold off on that as part of the scope, and if he's not satisfied with the information he gets initially, he may request that later.

I asked whether his request also included correspondence related to the information EPA sent him last year, not thru FOIA, which he had requested thru Dean and Jim. He said yes he would like that info. (I did not say that would be an additional expense, because I believe some of the material is in Bob's files, and I didn't think the additional search /scan time would be that great).

He confirmed that he is requesting this material as an individual, not for his law firm or a client, on behalf of those who love the river.

He said he understands it would be in the \$500 range.

Any questions? Do you need me to send him a confirming email? If so, would the material from last year result in a materially different cost estimate for him?

From: Lao, Judy
Sent: Wednesday, August 30, 2017 12:46 PM
To: Shewack, Robert <Shewack.Robert@epa.gov>; Tagliaferro, Dean <Tagliaferro.Dean@epa.gov>; Murphy, Jim <Murphy.Jim@epa.gov>
Cc: Conway, Timothy <Conway.Tim@epa.gov>; Knapp, Michael <Knapp.Michael@epa.gov>
Subject: FOIA Re: From jeff Cook RE: Housatonic River Initiative - 010934 - due 9/27/17

Hello to all,

As you all are aware of the FOIA.

And after a conversation with Bob, I think the best thing is to a meet to figure out who has what responsive the FOIA.

I cc'd Tim and Mike as a heads up.

Thank you, please let me know next steps, ☺

From: Tagliaferro, Dean
Sent: Tuesday, August 29, 2017 1:40 PM
To: Conway, Timothy <Conway.Tim@epa.gov>; Olson, Bryan <Olson.Bryan@epa.gov>; Cianciarulo, Robert

<Cianciarulo.Bob@epa.gov>; Shewack, Robert <Shewack.Robert@epa.gov>; Lao, Judy <Lao.Judy@epa.gov>
Subject: FW: FYI - New FOIA Re: From jeff Cook RE: Housatonic River Initiative - 010934 - due 9/27/17

FYI

Also, Judy, who is the lead on this for OSRR?

From: Murphy, Jim
Sent: Tuesday, August 29, 2017 1:31 PM
To: Tagliaferro, Dean <Tagliaferro.Dean@epa.gov>
Cc: Schena, Cristeen <Schena.Cristeen@epa.gov>
Subject: Fwd: FYI - New FOIA Re: Housatonic River Initiative - 010934 - due 9/27/17

Sent from my iPhone

Begin forwarded message:

From: "Schena, Cristeen" <Schena.Cristeen@epa.gov>
Date: August 29, 2017 at 11:17:20 AM EDT
To: "Murphy, Jim" <Murphy.Jim@epa.gov>
Subject: FYI - New FOIA Re: Housatonic River Initiative - 010934 - due 9/27/17

Hi Jim,

You probably already received this, the FOIA has been assigned to OSRR. Just wanted to make sure you were in the loop. Judy Lao will be coordinating the response for OSRR.

Cris

Cristeen L. Schena, Region I FOIA Officer
EPA New England (OARM01-6)
5 Post Office Square, Suite 100, Boston, MA 02109-3912
617-918-1102 (tel.) - 617-918-0102 (e-fax)
www.epa.gov/ne/foia